

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

NATIONAL NURSES ORGANIZING)	
COMMITTEE- MISSOURI &)	
KANSAS/NATIONAL NURSES UNITED,)	
)	CIVIL ACTION
Plaintiff,)	CASE NO. 20-CV-903
)	
v.)	
)	
MIDWEST DIVISION – RMC, LLC d/b/a)	
RESEARCH MEDICAL CENTER,)	
)	
Defendant.)	
)	
)	
)	

COMPLAINT

NNOC-Missouri & Kansas/National Nurses United, Plaintiff, complains of Midwest Division – RMC, LLC d/b/a Research Medical Center, Defendant, as follows:

PRELIMINARY STATEMENT

1. This is an action arising under Section 301 of the Labor Management Relations Act (“LMRA”), 29 U.S.C. § 185(a), to compel arbitration under the Parties’ Collective Bargaining Agreement (“CBA”).

PARTIES

2. Plaintiff NNOC-Missouri & Kansas/National Nurses United, (the “Union”) is an unincorporated labor organization with an office in Kansas City, Missouri. The Union represents the employees of various employers in Missouri within the meaning of 29 U.S.C. § 152(5), including a bargaining unit of Registered Nurses (“RN bargaining unit”) employed by Defendant Midwest Division – RMC, LLC d/b/a Research Medical Center.

3. Defendant Midwest Division – RMC, LLC, d/b/a Research Medical Center (“RMC”) is a Delaware corporation and an employer within the meaning of 29 U.S.C. § 152(2), with its principal place of business in Kansas City, Missouri. RMC operates an acute care hospital in Kansas City, Missouri.

JURISDICTION AND VENUE

4. The Court has subject matter jurisdiction of this action pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 185.

5. Venue lies in this court under 29 U.S.C. § 185 and 28 U.S.C. § 1391 because RMC operates a hospital in Kansas City, Missouri, because the Union represents RNs employed in that hospital, and because the events giving rise to this action occurred in this judicial district.

FACTS

6. The Union and RMC are parties to a CBA effective for the period October 16, 2018 – May 31, 2021. A true and correct copy of the CBA is attached hereto as Exhibit A and incorporated herein by reference.

7. Article 14 of the CBA, entitled “Grievance,” sets forth and defines “grievance” as “[a]n alleged breach of the terms and provisions of this Agreement.” Article 14 also sets forth the Grievance Procedure.

8. Article 2 of the CBA, entitled “Arbitration,” provides that the Union may advance grievances that are not resolved under the Article 14 Grievance Procedure to final and binding arbitration, by written demand to RMC’s Chief Nursing Officer or previously authorized designee and by requesting from the Federal Mediation and Conciliation Service (“FMCS”) a list of arbitrators. Article 2 provides that the arbitrator is selected by “alternately striking a name until only one arbitrator remains.”

9. Article 3 of the CBA, entitled “Bargaining Unit Work,” restricts RMC’s displacement of “bargaining unit employees with supervisory employees in the performance of bargaining unit work[,]” unless the displacement falls within a list of limited and specific exceptions.

10. On about June 24, 2020, RMC implemented new staffing grids that displaced bargaining unit nurses with supervisory nurses in the performance of bargaining unit work.

ACTION TO COMPEL ARBITRATION

11. The Union filed a grievance on July 15, 2020 (“Grievance”), alleging RMC violated the CBA by implementing the new staffing grids on June 24, 2020, which demonstrated displacement of RN bargaining unit work with supervisory nurses. A true and correct copy of the Grievance is attached hereto as Exhibit B and incorporated herein by reference.

12. On about July 19, 2020, in an email exchange, RMC informed the Union it would not process the Grievance. The Union reiterated that RMC was in fact displacing RN bargaining unit work with supervisory employees, and, pursuant to the CBA, demanded arbitration of the Grievance. A true and correct copy of this email exchange is attached hereto as Exhibit C and incorporated herein by reference.

13. Pursuant to Article 2 of the CBA, the Union contacted the FMCS for a list of arbitrators available to hear this grievance. FMCS sent the Parties a list of arbitrators on July 23, 2020. A true and correct copy of the FMCS List is attached hereto as Exhibit D and incorporated herein by reference.

14. On about July 28, 2020, RMC, through its agent Hospital Corporation of America Management Services, wrote to the Union refusing to arbitrate the Grievance. A true and correct copy of that Letter is attached hereto as Exhibit E and incorporated herein by reference.

15. As of the filing date of this Complaint, RMC has still not agreed to proceed to arbitration of the Grievance with the Union. Upon information and belief, RMC maintains the position that it refuses to arbitrate the Grievance.

16. RMC's refusal to proceed to arbitration violates Article 2 of the CBA.

17. RMC's failure to proceed to arbitration on the Grievance is without excuse, without merit, unjustified, dilatory, frivolous and done in bad faith, vexatiously and/or for oppressive reasons.

WHEREFORE, the Unions pray for relief as follows:

1. For an Order of the Court compelling RMC to proceed to arbitration of the above-described Grievance pursuant to the terms of the CBA;
2. For an Order of the Court directing RMC to select an arbitrator with the Union by a date certain;
3. For its reasonable attorneys' fees;
4. For costs of suit incurred herein; and
5. For such other and further relief as this Court deems just and proper.

DATED: November 11, 2020

Respectfully submitted,

BLAKE & UHLIG, P.A

/s/ Jason R. McClitis

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